

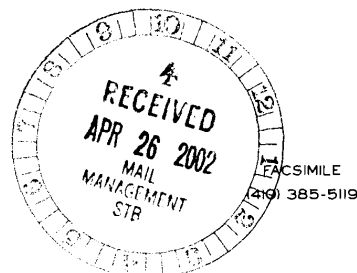
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April 25, 2002



Refer to File No. 19883

VIA FEDERAL EXPRESS

Vernon A. Williams, Secretary
Surface Transportation Board
1925 K Street, NW
Washington, D.C. 20423

RECORDATION NO. **23863-A** FILED
MAY 6 '02 2:37 PM
SURFACE TRANSPORTATION BOARD

Re: Letter of Transmittal Requesting Recording of
Collateral Assignment Of Railroad Car Use Agreement

Dear Mr. Williams:

I have enclosed an original and one counterpart of the document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a Collateral Assignment Of Railroad Car Use Agreement, a secondary document, dated December 18, 2001, and the primary document to which it relates was recorded on February 13, 2002 as Recordation No. 23863.

The names and addresses of the parties to the documents are as follows:

MBC LEASING CORP.
2 Hopkins Plaza, 5th Floor
Baltimore, Maryland 21201

KASGRO LEASING, LLC
320 East Cherry Street
New Castle, Pennsylvania 16102

A description of the railroad equipment covered by the document follows:

Three (3) 70', 230-ton 8 axle heavy duty flat rail cars bearing KRL reporting marks and road numbers 70877, 70878, and 70869 and six (6) 48', 370-ton 12 axle heavy duty flat railcars bearing KRL reporting marks and road numbers 370375 to 370379 and 370399.

GEBHARDT & SMITH LLP

Vernon A. Williams, Secretary
Surface Transportation Board
April 25, 2002
Page 2

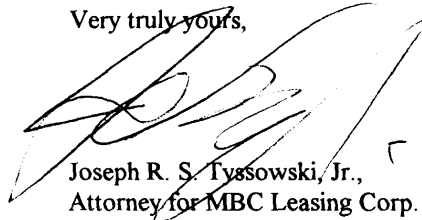
A fee of Twenty-Eight Dollars (\$28.00) is enclosed. Please return stamped copies to the undersigned.

A short summary of the document to appear in the index follows:

Collateral Assignment Of Railroad Car Use Agreement from Kasgro Leasing, LLC, as assignor, and MBC Leasing Corp., as assignee, dated December 18, 2001, pursuant to which Kasgro Leasing LLC's rights under Railroad Car Use Agreement dated May 15, 2000 between Kasgro Leasing LLC and General Electric as it relates to three (3) 70', 230-ton 8 axle heavy duty flat rail cars bearing KRL reporting marks and road numbers 70877, 70878, and 70869, and six (6) 48', 370-ton 12 axle heavy duty flat railcars bearing KRL reporting marks and road numbers 370375 to 370379 and 370399, have been assigned to MBC Leasing Corp.

Please feel free to contact me should you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "J. Tyssowski, Jr.", is written over the typed name and title.

Joseph R. S. Tyssowski, Jr.,
Attorney for MBC Leasing Corp.

Enclosure
JRST:ldb

**COLLATERAL ASSIGNMENT OF
RAILROAD CAR USE AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, KASGRO LEASING, LLC, a Pennsylvania limited liability company (together with its successors and permitted assigns, the "Assignor"), hereby assigns to MBC LEASING CORP., a Maryland corporation (together with its successors and permitted assigns, the "Assignee"), as security for all obligations of Assignor in connection with the Equipment Lease Agreement of even date herewith between the Assignor and the Assignee, and all schedules and riders thereto ("Lease"), all of its right, title, and interest in and to, but not its obligations under the following described Railroad Car Use Agreement with General Electric ("GE") to the extent it relates to the rail cars described on Schedule A attached hereto:

Railroad Car Use Agreement, dated as of May 15, 2000 (together with all amendments and supplements thereto, the "Use Agreement") between Kasgro Rail Corp. (and thereafter assigned to Assignee) and General Electric, as user, as such Use Agreement has been amended and modified. A memorandum of the said Use Agreement has been filed with the Surface Transportation Board.

Upon a default by Assignor under the Lease which is not cured within the applicable grace period, if any, the Assignee may, immediately upon notice to Assignor, notify GE to have all payments to be made under the Use Agreement, in connection with the rail cars described on Schedule A attached hereto, paid directly to the Assignee.

IN WITNESS WHEREOF, the parties hereto have caused this Collateral Assignment of Railroad Car Use Agreement to be duly executed by their respective duly authorized officers, on this 18th day of December, 2001.

KASGRO LEASING, LLC

RECORDATION NO. 23863-A FILED

MAY 6 02 2:37 PM

SURFACE TRANSPORTATION BOARD

By: [Signature] (SEAL) No Seal
Name: Peter A. Platt
Title: Exec VP / GM

MBC LEASING CORP.

By: [Signature] (SEAL)
Name: W. KATH MOORE
Title: SW

STATE OF PENNSYLVANIA)

ACKNOWLEDGMENTS

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF Butler, TO WIT:

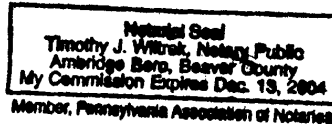
I HEREBY CERTIFY that on this 13 day of December, 2001, before me, the undersigned Notary Public of the Commonwealth of Pennsylvania, personally appeared JEFFREY A. PUT, and acknowledged himself/herself to be the Executive CFO of **KASGRO LEASING, LLC**, a Pennsylvania limited liability company, and that he/she, as such Executive CFO, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of **KASGRO LEASING, LLC**, by himself/herself as Jeffrey A. Put.

IN WITNESS MY Hand and Notarial Seal.

Timothy J. Wiltrek (SEAL)
NOTARY PUBLIC

My Commission Expires:

Dec. 13, 2004



County
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 18th day of December, 2001, before me, the undersigned Notary Public of the State of Maryland, personally appeared W. Keith Moore, and acknowledged himself to be the Senior Vice President of **MBC LEASING CORP.**, a Maryland corporation, and that he, as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name **MBC LEASING CORP.**, by himself as its Senior Vice President.

IN WITNESS MY Hand and Notarial Seal.

Edlaas Stale (SEAL)
NOTARY PUBLIC

My Commission Expires SELE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires September 27, 2003

SCHEDULE A

<u>Quantity</u>	<u>Description</u>	<u>Reporting Marks</u>	<u>Road Numbers (Inclusive)</u>
3	70' 230 Ton Axle Flat Car	KRL	70878, 70877 and 70869
6	48' 370 Ton 12 Axle Flat Car	KRL	370375 to 370379 and 370399